



**Third Party Provider for  
IDEA B Services  
In Non-Public Schools**

**REQUEST FOR PROPOSAL (RFP)**

**May 15, 2020**

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## 1. Summary

The Youngstown City School District (“YCSD”) is accepting proposals for Third Party Providers to provide IDEA B Services for non-public schools that serve eligible non-public YCSD children. IDEA B services or benefits may be provided by a Local Educational Agency (LEA) or by a contractor who is independent of the non-public school and any religious organization. IDEA B services or benefits must be secular, neutral and non-ideological.

For the 2020-2021 school year, YCSD has been allocated an estimated \$650,230.35 to serve eligible students attending 9 non-public schools in the YCSD boundaries

The purpose of this Request for Proposals (“RFP”) is to gather competitive proposals for the delivery of IDEA B funded services during the 2020-2021 school year.

## 2. Contact Information

Linda Yosay  
Chief of Student Support Services  
Youngstown City School District  
474 Bennington Avenue  
Youngstown, Ohio 44505  
linda.yosay@youngstown.k12.oh.us

## 3. Purpose

The School District is seeking to contract with one or more Third Party Provider(s) (also referred as “Vendor(s)”) to provide IDEA B services to eligible YCSD children being served in non-public schools.

The IDEA B services that are to be provided are listed below:

### **IDEA B Services;**

- Speech Therapists
- Occupational Therapists
- Physical Therapists
- Intervention Specialists
- Classroom Aides
- Services provided to IDEA eligible non-public YCSD children identified based on the following:
  - o Services provided must be secular, neutral and non-ideological

- o Services are dependent on the identified needs of the non-public schools as well as allocation and funds available; additional services may be contracted under a separate contract.
- o IDEA B Parent Involvement will be conducted in the form of an informational meeting held within 30 days of the implementation of the program. All required documentation will be submitted to YCSD.
- Documentation: Collection, review and submission to YCSD of all required documentation for non-public schools to ensure accuracy, completion and compliance will be collected by the contracted teacher and/or contractor.
- Teacher Licensure: Submission and maintenance of all required documents to ensure properly licensed teachers provide direct services to eligible YCSD children in non-public schools
- Participation: Attendance at consultation and non-public meetings, as requested by YCSD.

#### **4. Proposal Guidelines and Requirements**

This is an open and competitive process.

Quotes received after the deadline of June 1, 2020 will not be considered.

The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal.

The prices that are quoted should be inclusive of all costs and expenses for providing the services, including but not limited to, general and administrative, overhead and profit. If your price excludes certain fees or charges, provide a detailed list of excluded fees with a complete explanation of the nature for those fees.

If the execution of work to be performed requires hiring sub-contractors, clearly state this in the proposal. Sub-contractors must be identified and the work they will perform must be defined. Provide the name, address, and Employee Identification Number (EIN) of the sub-contractor. All subcontractors must meet all personnel requirements of this RFP, including the requirement for all providers to be properly licensed. The School District will not refuse a proposal based upon the use of sub-contractors; however we retain the right to refuse the sub-contractors identified/selected by the Third Party Provider.

The RFP specification includes the following areas that require a response:

- Third Party Provider Information;
  - Instructional Services Description;
  - Hourly Pricing, including all applicable fees (e.g. Administrative Costs) ;
- and
- Submission of three (3) references.

This RFP does not guarantee that your services will be selected or purchased. Responsive proposals that the District deems to be most advantageous with benefits and other factors considered, and the District, at its option may select more than one approved Vendor to provide the services. The District does not obligate itself to accept the lowest cost proposal, the greatest benefit proposal, or any other proposal and shall have no liability whatsoever to any company whose proposal is not accepted.

## 5. RFP: Third Party Information

A. General Information regarding your business. Information must include the following:

- Type of Company (e.g., LLC, S Corp, etc.)
- Total Number of Employees
- Years in Business
- Summary of Services
- References - three (3) required

B. Evidence of sound financial background

- Indicate your earnings for the past two years and three quarters

<b>Year</b>	<b>Total Earnings</b>	<b>Comments</b>
FY-1		
FY-2		
Year to Date		

List your top 3 Customers by US \$ dollar volume or customer base

<b>Customer Name</b>	<b>Contact Name</b>	<b>Phone Number</b>

C. Instructional Service Description

1. History of service delivery

- Include your company's history of providing like services to students, especially IDEA B-served students, and working with LEA's.

## 2. Personnel Monitoring

- Describe how your company monitors and evaluates employee performance.
- Confirm that all employees, including sub-contractors, who would provide services per this RFP are properly licensed.

## 3. Service Delivery for 2020-2021

- Description of services include, but are not limited to: speech therapy, occupational therapy, physical therapy, and intervention specialist services and any other anticipated services.
- Minimum and maximum of students your agency can serve, and that will be placed in groups.
- Proposed frequency of instruction weekly (1x per week, 2x per week, etc.)
- Time period of a unit of instruction (30 minutes, 50 minutes, etc.)

## 4. Pricing

- Hourly cost of services for the upcoming school year.
- Itemize any other costs not included in the hourly cost of services (provider fees, mileage, etc. )

## 6. Submission, Funding and Deliverables

### Timeline

- This RFP is dated May 15, 2020. Vendors may also request a copy to be sent via email by contacting Linda Yosay at [linda.yosay@youngstown.k12.oh.us](mailto:linda.yosay@youngstown.k12.oh.us)
- Proposals are due no later than 4:00pm (Eastern) on June 1, 2020. Proposal must be submitted by email to Linda Yosay at [linda.yosay@youngstown.k12.oh.us](mailto:linda.yosay@youngstown.k12.oh.us)
- The subject line of the transmitting email should contain and read as follows: “*Proposal for IDEA B Services Services*”
- Proposals will be evaluated thereafter.
- Any questions pertaining to this RFP must be submitted via email only to Linda Yosay at [linda.yosay@youngstown.k12.oh.us](mailto:linda.yosay@youngstown.k12.oh.us)  
(Please, no phone calls)
- The District will endeavor to notify Vendors who are on record with the District of their opportunity to submit a proposal for this RFP. It is therefore imperative that Vendors provide full and accurate contact information to the District, including email addresses, and updates will be deemed to have been validly given if emailed or otherwise furnished to each firm’s contact person of record. Notwithstanding the foregoing, all Vendors will be presumed to have actual knowledge of all information posted on the District’s webpage relating to this RFP, and Vendors shall not avail themselves of incomplete knowledge and/or lack of familiarity of this RFP and any addenda thereto resulting from the Vendor’s failure to register with and provide accurate contact information to the

District and/or firm's failure to check the District's webpage. Interpretations, corrections and changes to the RFP which are made in any manner other than a written addendum will not be binding.

- The list of Third Party Provider awardees for the upcoming school year will be announced on or before June 15, 2020 on the district's website.

#### Agreement

- The Performance Period for the list of Third Party Providers identified through this RFP will be for one school year, starting upon the selection of the vendor in the currently year and ending June 30 of the following year.
- The agreement may be modified based on the ESEA reauthorized (ESSA) and/or for changes from the Ohio Department of Education during the performance period of the agreement.
- Agreements will be subject to the applicable requirements of Appendix II of 2 C.F.R. Section 200.
- A selected Vendor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of employees of the vendor or of any sub-contractors that will perform work or services. Prior to the performance of any services by such employees, the criminal background check shall be performed and completed at the Vendor's sole cost and expense. No person shall be employed by the Vendors or any sub-contractors who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 or any equivalent provisions under Federal law or the laws of any of the other states. The Vendor must provide evidence of such background checks/results to the District prior to providing any of the equitable services. The District reserves its right to deny employment to any employee, whose check is in question.
- Vendors will be required to maintain the following insurance coverage by insurance companies authorized to do business in the state of Ohio with an A.M. Best Rating of A or better. A Certificate of Insurance of Vendor's insurance coverage indicating these amounts and naming the District as an additional insured must be submitted at the time of the award.
  - i. Comprehensive General Liability-An each occurrence limit of not less than \$2,000,000, a general-aggregate limit of not less than \$2,000,000, and a products and completed-operations aggregate limit of not less than \$2,000,000
  - ii. Automobile Liability-covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and emotional distress) and property damage with a combined single limit of \$1, 000,000 each accident
  - iii. Workers' Compensation-Statutory
  - iv. Employer's Liability-one million dollars (\$1,000,000) each accident, one million (\$1,000,000) each employee, and one million dollars (1,000,000) policy limit
  - v. Excess Umbrella Liability- \$5,000,000 Combined Single Unit

vi. Sexual Abuse and Molestation Insurance with limits of not less than one million (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate.

- The Vendor shall indemnify and hold harmless the Board, the District and its and their officers and their employees from and against all claims and liabilities incurred in or arising out of the Vendor's performance of the contract.
- The Vendor will be required to pay all applicable payroll taxes and deductions required by local, state, and federal law, including both employer and employee contributions and surcharges to any applicable public retirement system, Social Security taxes, unemployment compensation, Medicare and other similar deductions.
- The District has the right to terminate the contract at any time in the event of (i) a material breach of the contract by the vendor that remains uncured for fourteen (14) days after notice of breach is provided by the District, or (ii) a determination by a court or administrative agency that any material provision of the contract is contrary to law or that any material provision of the contract may not lawfully be carried out.
- The contract may also be terminated by the District for its convenience and without cause upon thirty (30) days written notice to vendor.

#### Funding

- The School District will inform the Third Party Provider of the amount of funds available for each school upon selection and consultation between the non-public representative and YCSD.
- The amount of funds available is not negotiable and may fluctuate based on School District, state, and federal funding changes.

#### **Required Deliverables of Selected Vendor(s)\**

**The Third Party Provider will provide the following by the agreed upon timeline which includes but is not limited too:**

- Proper ODE Licensure for each IDEA B teacher
- Reports and Documentation
- Parent Involvement Requirements
- Invoice submission
- Participation
- Comply with YCSD deadline requests
- Comply with all applicable IDEA B statutory and regulatory requirements
- Comply with all applicable federal, state and local health, safety, and civil rights laws
- Ensure that the instruction provided is aligned with Ohio's academic content standards
- Name the YCSD on the provider's liability insurance.

### Responsibilities of the Local Educational Agency (LEA)

- Conduct consultation and planning meetings
- Approve appropriate instructional programming and materials
- Monitor Third Party Provider
- Conduct unannounced visits
- Provide clear procedures for submission of invoices, and
- Communicate the amount of funds available and provide funding status reports as requested. The School District may request more documentation to support invoices, when needed.
- Pay the Third Party Provider after the delivery of approved services and completion of all requirements in the amounts indicated per approved invoices 30 days of receipt by the School District's Treasurer.

### 7. Format for Proposals

Please use the following as a guideline to format your proposal:

- **Length and Font Size:** Please use fonts no smaller than 12 point. Maximum proposal length including title page, cover letter, and proposal should not exceed 10 pages.

### 8. RFP Evaluation Criteria

The RFP must be received before the deadline. The mandatory criteria must be met in order of be considered for review:

- Identifying one individual for supervision of all personnel and functions for implementation of full scope of work
- Address all requirements
- Demonstrate evidence of no acts of recovery of unresolved audit finding for the Fiscal Agent.

YCSD may conduct such additional interviews, discussions, and due diligence with any of the responding Vendors as the YCSD deems necessary. **YCSD reserves the right to reject all proposals and to cancel this RFP (in whole or in part) at any time and for any reason. YCSD shall have no liability to any Vendor arising out of such cancellation or rejection.** YCSD reserves the right to waive minor variations or irregularities in the selection process.